



Department of City Development

City Plan Commission
Historic Preservation Commission
Neighborhood Improvement
Development Corporation
Redevelopment Authority

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

April 22, 2009

Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a fully executed duplicate original of the Cooperation Agreement between the City of Milwaukee and the Redevelopment Authority of the City of Milwaukee, Contract No. 09-012 (RA), dated April 20, 2009. This pertains to the Super Steel Products Corporation project.

Please insert this agreement into Common Council Resolution File No.081079, adopted December 16, 2008.

Sincerely,

Scott A. Stangs
Compliance Officer
Redevelopment Authority of
the City of Milwaukee

Enclosure

**DUPLICATE
ORIGINAL****COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into as of this 2nd day of April, 2009, by and between the City of Milwaukee, a municipal corporation organized under the laws of the State of Wisconsin (the "City"), and the Redevelopment Authority of the City of Milwaukee, public body corporate and politic organized and existing under the laws of the State of Wisconsin ("RACM").

WITNESSETH

WHEREAS, Super Steel Products Corp. ("Company") is a leading sheet metal manufacturer providing fabrication, assembly, engineering and design capabilities for heavy gauge steel products serving global customers;

WHEREAS, the Company is headquartered in Milwaukee and has two manufacturing-assembly locations at 7900 W. Tower Avenue and 7100 W. Calumet Rd., Milwaukee, Wisconsin;

WHEREAS, the Company plans to complete mechanical and electrical upgrades in their facilities, purchase additional equipment and train employees to increase production capacity at said locations (the "Project");

WHEREAS, the City desires to assist the Company in its facility upgrades, equipment purchases and employee training by funding a grant to RACM to make a forgivable loan to the Company in the amount of \$200,000.00 (the "Loan") for the "Project";

WHEREAS, Common Council Resolution File No. 081079 authorizes the execution of this Agreement and the funding of the grant to RACM to fund the Loan in accordance with the Term Sheet; and

WHEREAS, Redevelopment Authority resolution #10052 allows RACM to enter into an agreement with the City of Milwaukee for the purpose of administering the loan,

NOW, THEREFORE, the parties hereto mutually agree as follows:

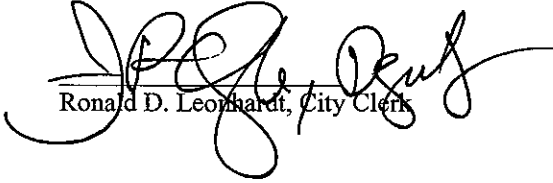
1. **Loan Origination.** RACM shall implement and carry out the origination of the Loan, as set forth in the Term Sheet, contingent upon MEDC receiving adequate funding from the City. The City shall provide RACM with the funds necessary to make the Loan.
2. **Establishment of Fund Account.** The City will provide to RACM, from the Development Fund Acct No. UR03398300 (the "Fund Account"), or from any other source as determined by the Common Council, funds in the amount of \$200,000.00 for the Project.
3. **Administration of the Fund Account.** The City Comptroller shall review and must approve the accounting and financial reporting systems necessary to administer the Fund Account.
4. **Use of Fund Account.** Funds granted by the City to RACM shall be utilized solely for the purpose of making the Loan.
5. **Verification by Comptroller.** The City Comptroller shall, from time to time as in the Comptroller's judgment is appropriate, review the receipts and expenditures of RACM, in relation to the Loan. The Comptroller shall have full power to conduct an audit or to have such an audit conducted as is necessary in the Comptroller's judgment to provide a full accounting to the City. The results of such audit shall be reported to the Common Council. Upon retirement of the Loan, RACM shall make a full accounting to the City of income received and amounts expended and shall return to the City all unused and unneeded funds. In addition, RACM shall transfer to the City all Loan repayments, if any, received by RACM.
6. **Interest Payments.** Any sums payable hereunder by either party to the other shall not bear any interest, but any interest on the loan collected by RACM shall be transferred to the City. Interest will be calculated on the outstanding principal balance on the basis of a 360-day year comprised of twelve 30-day months to the date of receipt by Payee.
7. **Loan Administration.** The Assistant Executive Director/Secretary of RACM or designee shall administer the Loan pursuant to this Agreement and shall have the authority to grant waivers and consents, to approve the execution of estoppel certificates and subordination agreements, and to take all actions necessary to coordinate the administration of the Loan.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF MILWAUKEE

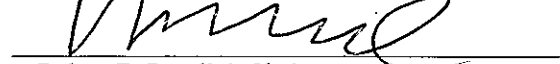


TOM BARRETT, Mayor
Director- Secretary

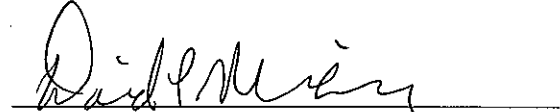


Ronald D. Leonhardt, City Clerk

**REDEVELOPMENT AUTHORITY OF THE
CITY OF MILWAUKEE**




Robert B. Rondini, Chairperson



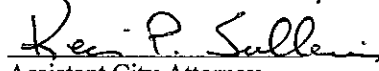
David Misky, Asst. Executive Director/Secretary

COUNTERSIGNED:



DEPUTY
City Comptroller TD

Approved as to form, execution and
Content this 20th day of April, 2009.



Assistant City Attorney

This instrument drafted by
Milwaukee Economic Development
Corporation